

## **EXHIBIT G**

RightNow Technologies Standard Terms and Conditions  
Software License and Services Agreement with Customer

**INTRODUCTION**

*This Agreement applies to the purchase of Software or Services by Customer. It should be read in conjunction with the Order Confirmation, which identifies the products or services that Customer is purchasing. Parts of this Agreement may not apply to a particular Customer.*

**PART ONE - DEFINITIONS**

**REDACTED**

**REDACTED**

**PART TWO - LICENSE AND SUPPORT**

**REDACTED**

**PART THREE - HOSTING**

**REDACTED**

**PART FOUR - PROFESSIONAL SERVICES**

**REDACTED**

**REDACTED**

**REDACTED**

PARTNERS - GENERAL

**REDACTED**

**17. INDEMNIFICATION**

(a) Subject to Section 15(b), RightNow shall indemnify, defend and hold Customer harmless from any damages awarded against Customer (including, without limitation, reasonable costs and legal fees thereby incurred by Customer) arising out of any third party suit, claim, or other legal action alleging that the use of the Software by Customer as permitted hereunder infringes any copyright, trade secret or United States patent, ("Legal Action"). Notwithstanding the foregoing, RightNow shall have no indemnification obligations with regard to any Legal Action arising out of: (i) combination of the Software with software or products not supplied, or approved in writing by RightNow; (ii) any repair, adjustment, modification or alteration to the Software by Customer or any third party, unless approved in writing by RightNow; (iii) any breach by Customer of its obligations under this Agreement; or (iv) any claim by Customer to install and use a non-infringing version of the Software offered by RightNow under Section 7(i). Section 7(b) and this Section 17(a) state the entire liability of RightNow with respect to any intellectual property infringement by the Software.

(b) **Nolo et Legal Action.** Customer shall give prompt written notice to RightNow of any Legal Action within thirty (30) days of its first knowledge thereof and shall furnish copies to RightNow of all communications, notices and/or other actions relating to any Legal Action. Customer shall give RightNow the sole control of the defense of any Legal Action, shall not be in accordance with the reasonable instructions of RightNow and shall give RightNow such assistance as RightNow reasonably requests to defend or settle such claim. RightNow shall conduct its defense at all times in a manner which is not adverse to Customer's interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with RightNow or its counsel, or because RightNow fails to assume control of the defense. Customer shall not settle or compromise any Legal Action without RightNow's express written consent. Customer's negligent failure to comply with this Section 17(b) shall relieve RightNow of its indemnification obligation under Section 17(a).

**REDACTED**